

TO:

Materiel Division Administrator,
Administrative Services
1526 K Street, Suite 130
Lincoln, NE 68508

FROM:

Fred Mills
Fleet Sales Manager
Baxter CDJR Lincoln
6601 Telluride Drive
Lincoln, NE 68521

RE:

Protest/grievance of Bid 6131 OF

September 10, 2019

To whom it may concern,

In response to the release of the intent to award for Bid 6131 OF, Baxter CDJR Lincoln as part of the Baxter Auto Group, are protesting these results due to the grievances identified below:

1. Administrative Services failed to adhere to their contractual obligations pursuant to Section II, letter K, which states in summary: the bidder, Baxter CDJR Lincoln, shall have the opportunity to correct a minor error *after* bid opening as long as price, quantity, quality, delivery or other contractual conditions are not affected.
 - a. Baxter CDJR Lincoln was verbally notified in person, after bid opening, of a minor error wherein the final unit price was mistakenly written in the wrong place on the attachment form. At no point was Baxter informed of their rights under Section II, letter K, that would have allowed for the correction of this minor error through a withdrawal and re-submission process.
 - b. The error in this case was minor in standing since no change to bidder's unit price, quantity, quality, delivery, or other contractual obligation would have been affected in any way by the correction.
2. Administrative Services failed to provide the bidder, Baxter CDJR Lincoln, with a clear and complete bid attachment form and instructions on how to fill out and complete.
 - a. Ethically the Nebraska Department of Administrative Services, Materiel Division has the responsibility to provide clear and easily understood bid submission forms that include full explanations and instructions. The Master Agreement Terms and Conditions and the bid submission form itself simply do not meet this standard. As the bid submission form exists now, it is unclear at best and misleading at worst. The form uses unclear language that new bidders can easily misunderstand. And the form itself is incomplete and lacks full headers on every page that identify where and what a bidder is supposed to do. No form of such magnitude and consequence should require tribal or inner-circle knowledge in order to complete and yet this form does.

- b. While the question and answer period provides for an opportunity to address and clarify matters of product specifications and so forth, it is not the appropriate venue for procedural and paperwork related issues since the window to ask questions is limited and closed off well before the bids are due and opened. Using the question and answer period as a means to address matters of paperwork and form clarification also requires the vendor to know what they may not yet know. And since the state representatives are ethically limited in how they provide guidance and assistance, it is the responsibility of the state to ensure someone who has never before filled out this form, be able to do so without risking the loss of the very business they seek.

Ultimately, the Materiel Division of Nebraska Administrative Services has failed to adhere to Nebraska Statute 81-1118.06, Materiel division; state purchasing bureau, purposes. Specifically, point one of this letter is a failure of subsection (2) which reads "To insure the fair and equitable treatment of all persons who deal with the procurement system." And point two of this letter is a failure of subsection (5) which reads "To provide safeguards for the maintenance of a procurement system of quality and integrity."

Baxter CDJR Lincoln, the bidder, requests the intent to award be withdrawn, that we would be allowed to withdraw, correct our submission form while making no changes, and re-submit our bid for 6131 OF, and that the award committee meet again to reevaluate.

Regards,

A handwritten signature in black ink, appearing to read "Fred Mills". The signature is written in a cursive, flowing style.

Fred Mills
Fleet Sales Manager
Baxter CDJR Lincoln
Baxter Auto Group